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December 7, 1999

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TELEPHONE (615) 244-2582
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David Waddell
Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

99-00945

Re: Petition for Arbitration of BlueStar Networks, Inc. with BellSouth
Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

Dear Mr. Waddell:

Enclosed please find an original and 13 copies of the Petition for Arbitration of BlueStar Networks, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996. Also enclosed is a check in the amount of \$25.00 to cover the filing fees. BellSouth is being served with a copy of this filing.

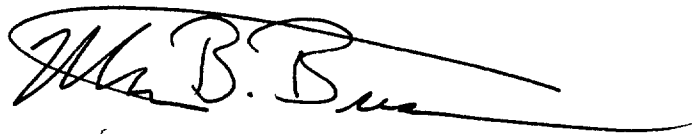
If you have any questions concerning this matter, please give me a call.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Michael B. Bressman



Enclosure

paid
\$25.00
OK# S22124

BEFORE THE
TENNESSEE REGULATORY AUTHORITY

RECEIVED
REGULATORY AUTHORITY
99 DEC 7 PM 2 39

In Re:

Petition for Arbitration of BlueStar
Networks, Inc. with BellSouth
Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996

Docket No.

99-00945

PETITION FOR ARBITRATION OF BLUESTAR NETWORKS, INC.

A. INTRODUCTION

BlueStar Networks, Inc. ("BlueStar"), by its undersigned attorneys, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"),¹ hereby petitions the Tennessee Regulatory Authority (the "TRA") to arbitrate certain unresolved issues in the interconnection negotiations between BlueStar and BellSouth Telecommunications, Inc. ("BellSouth").

BlueStar requests that the TRA invoke its authority to conduct an evidentiary hearing concerning all remaining unresolved issues and that BlueStar be granted the right to conduct discovery on BellSouth's positions in advance of such hearing.² In support of this Petition, and in accordance with Section 252(b) of the Act, BlueStar states as follows:

¹ See 47 U.S.C. § 252(b).

² BlueStar requests that a schedule be established for the filing of testimony, exhibits, discovery requests, and responses thereto.

B. STATEMENT OF FACTS

BlueStar is a Tennessee corporation, having its principal place of business at the L&C Tower, 401 Church Street, 24th Floor, Nashville, Tennessee 37219. BlueStar is currently authorized to provide competitive local exchange services in all states in the BellSouth region – Alabama, Florida, Georgia, Louisiana, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee – and in a number of other states around the country. BlueStar has been certified by the TRA to provide competitive local exchange service in Tennessee.

BlueStar is primarily a provider of telecommunications services using digital subscriber line (“DSL”) technology. DSL is reliable, cost-effective, high bandwidth technology that provides dedicated services and allows for the high-speed transfer of data over existing copper telephone lines. DSL also allows an end user to use a telephone line for multiple purposes – data transfers, phone calls, faxes, etc. – at the same time. DSL services can be provided at varying speeds and can be scaled to serve a customer’s particular needs.

BellSouth is an "incumbent local exchange carrier" ("ILEC") as defined by the Act at 47 U.S.C. § 251(h). Within its operating territory, BellSouth is a monopoly provider of local exchange services.

On June 30, 1999, BlueStar opted into the interconnection agreement between e.spire Communications and BellSouth and negotiated three amendments. This region-wide agreement and the amendments will expire on December 31, 1999.

Pursuant to the existing agreement and Section 251 of the Act, BlueStar and BellSouth opened negotiations for the renewal of the existing contract on July 1, 1999. BlueStar and BellSouth have held numerous meetings and conference calls to discuss the rates, terms and

conditions, and other issues of the interconnection agreement. As a result of these negotiations, the parties have agreed on numerous issues. BlueStar is committed to resolving as many of the remaining unresolved issues as possible and will notify the TRA of any agreement reached after the filing of this Petition.

Attached as Exhibit A, which is incorporated herein by reference, is a letter dated November 12, 1999 from BellSouth to BlueStar confirming that the arbitration window for these interconnection negotiations opened on November 12, 1999 and closes on December 7, 1999.

Attached as Exhibit B, which is incorporated herein by reference, is a matrix summarizing the issues that BlueStar believes remain unresolved between the parties and the position of the parties as to those unresolved issues.

C. JURISDICTION

Pursuant to Section 252(b) of the Act, a party to a negotiation for interconnection, services or network elements may petition the state commission for arbitration of any unresolved issues when negotiations fail. Section 252(b) allows either party to the negotiation to file a petition requesting such arbitration during the period between the 135th day and the 160th day, inclusive, after the date the incumbent local exchange carrier ("ILEC") received the request for negotiation.

As noted in attached Exhibit A, BlueStar and BellSouth have agreed that the window for requesting arbitration opened on November 12, 1999 and closes December 7, 1999. Accordingly, BlueStar is filing this Petition within the time period established by Section 252(b) of the Act.

D. DESIGNATED CONTACTS

Communications regarding this Petition should be directed to:

Henry Walker
Michael B. Bressman
BOULT, CUMMINGS, CONNERS & BERRY, PLC
P.O. Box 198062
414 Union Street, Suite 1600
Nashville, Tennessee 37219
615-252-2363 (telephone)
615-252-6363 (facsimile)

BellSouth's negotiators for this matter have been:

Steve Klimacek
Susan Arrington
BELLSOUTH TELECOMMUNICATIONS, INC.
675 West Peachtree Street
Room 34P70
Atlanta, Georgia 30375

BlueStar's negotiator for this matter has been:

Norton Cutler
Vice President Regulatory & General Counsel
BLUESTAR NETWORKS, INC.
L & C Tower, 24th Floor
401 Church St.
Nashville, Tennessee 37219

E. ISSUES FOR ARBITRATION

The issues listed below are the unresolved matters between BlueStar and BellSouth. BellSouth and BlueStar have agreed in principle on a number of issues during the negotiations but do not yet have contract language. These issues are not included in the Petition but are reflected in the matrix for this reason. However, if the parties are ultimately unable to reach agreement on contract language to address these issues, BlueStar reserves the right to arbitrate these issues.

In addition, BlueStar expressly reserves the right to address any issues not discussed herein that are put forth by the TRA, BellSouth or any other party.

GENERAL ISSUES

Issue 1: How should an unbundled copper loop ("UCL") be defined?

BlueStar's Position:

BlueStar believes that a 2-wire UCL should be defined as follows: A 2-wire unbundled copper loop (UCL) for purposes of this section, is a loop that supports the transmission of Digital Subscriber Line (DSL) technologies. The loop is a dedicated transmission facility between a distribution frame, or its equivalent, in a BellSouth central office and the network interface device at the customer premises. A copper loop used for such purposes will meet basic electrical standards such as metallic conductivity and capacitive and resistive balance, and will not include load coils or bridge tap in excess of 2,500 feet in length. The loop may contain repeaters at the CLEC's option. The loop cannot be "categorized" based on loop length and limitations cannot be placed on the length of UCLs. A portion of a UCL may be provisioned using fiber optic facilities and necessary electronics to provide service in certain situations.

BellSouth Position:

BellSouth is unwilling to adopt a definition of the UCL that is broad enough to meet BlueStar's needs. Specifically, BellSouth is unwilling to provide loops over 18 kilofeet or to limit bridge tap to 2,500 feet.

Issue 2: Should BellSouth be required to conduct a trial of line sharing and electronic ordering and provisioning of line sharing now?

BlueStar's Position:

Yes. BellSouth should be required to conduct a trial of line sharing and of operations support system ("OSS") ordering and provisioning of line sharing without delay. The FCC has ordered line sharing.

BellSouth's Position:

No. BellSouth will not negotiate any line sharing issues until after the FCC's line sharing order is released.

ORDERING ISSUES

Issue 3: Should BellSouth be required to provide design layout records ("DLRs") or its equivalent on rejected orders or, in the alternative, be required to provide BlueStar with the DLR or its equivalent on the best available loop at that premise?

BlueStar's Position:

Yes. For those UCL orders that BellSouth rejects, it should provide BlueStar the DLR or the data that was used to determine/reject BlueStar's order. In the alternative, BellSouth should provide BlueStar with the DLR, or its equivalent, of the best available loop at that premise. BlueStar needs this data to determine whether to seek conditioning of the loop or to take other measures to be able to provide xDSL service over the loop.

BellSouth's Position:

The DLR is not available until the loop is actually identified and provisioned to be delivered to the CLECs collocation space. It would impose an undue burden on BellSouth to meet BlueStar's request.

Issue 4: When should BellSouth provide the DLR to BlueStar?

BlueStar's Position:

BlueStar believes that BellSouth should provide the DLR or its equivalent simultaneously with the firm delivery date, if not sooner.

BellSouth's Position:

BellSouth is unwilling to provide DLRs with UCLs in the time frame requested by BlueStar..

Issue 5: Should BellSouth be required to implement a process whereby xDSL loop orders that are rejected are automatically converted to orders for UCLs without requiring BlueStar to resubmit the order?

BlueStar's Position:

Yes. This process should be made available immediately.

BellSouth's Position:

BellSouth states that this type of a process is not available today. It has not committed to a date by which such a system will be available.

Issue 6: Should BellSouth be required to disclose the reasons a loop is unavailable?

BlueStar's Position:

Yes. BlueStar believes that BellSouth is required to disclose the reasons a loop is unavailable. BlueStar believes that the *Advanced Services Order* does not allow BellSouth to deny provisioning a loop unless it first justifies that denial before the TRA.

BellSouth's Position:

No. BellSouth refuses to provide this information because it claims that providing this information is burdensome.

Issue 7: When should BellSouth be required to provide real time access to OSS for loop makeup information qualification, preordering, provisioning, repair/maintenance and billing?

BlueStar's Position:

BlueStar believes that BellSouth should be required to provide a complete operational loop makeup database by July 1, 2000.

BellSouth's Position:

BellSouth refuses to provide a date for access to a database which includes the length of bridge taps and all the data needed to analyze loops.

PROVISIONING ISSUES

Issue 8: Should the interconnection agreement include a time interval for BellSouth provisioning of xDSL loops and UCLs?

BlueStar's Position:

Yes. BellSouth requires a service inquiry process before BellSouth provisions an xDSL loop or a UCL. BlueStar believes there should be a 3-5 day limit on this service inquiry process.

BellSouth's Position:

No. BellSouth is unwilling to commit to this interval and considers it only a goal.

Issue 9: Can xDSL loops retain repeaters at the CLEC's option?

BlueStar's Position:

Yes. BlueStar states that CLECs should be able to retain repeaters. BlueStar asserts that repeaters will not cause technical interference with other loops. BlueStar contends that if BellSouth unnecessarily forces the removal of repeaters, the result will be unwarranted delay and expense. BlueStar views the CLEC option of retaining repeaters as a business decision relating to quality of service that is appropriate for the CLEC and the customer.

BellSouth's Position:

BlueStar is uncertain as to BellSouth's position.

Issue 10: Should the interconnection agreement include expedited procedures for repairs?

BlueStar's Position: Yes. BellSouth should provide an option for expedited repair orders to have an end user's service repaired as soon as possible rather than have to wait for the standard repair interval in all circumstances.

BellSouth's Position:

No. BellSouth does not offer expedited procedures for repairs.

PRICING ISSUES

Issue 11: What are the TELRIC-based recurring and nonrecurring rates for xDSL loops and for a UCL?

BlueStar's Position: BellSouth's proposed rates are not cost-based and include numerous activities which would not be required with a mechanized OSS and loop make-up data base. BellSouth uses a mechanized database for itself and does not include any of the manual activities, thus creating a price squeeze.

BellSouth's Position

BellSouth contends that its rates are cost based.

Issue 12: What is the TELRIC-based recurring and nonrecurring rate for the high frequency portion of a shared loop?

BlueStar's Position:

BellSouth has filed a cost study at the FCC which ascribes little or no cost to the high frequency portion of the loop and the installation of its line-shared ADSL. BlueStar believes the Commission should set an interim rate for the high frequency portion of a shared loop consistent with the costs included in its FCC cost study.

BellSouth's Position:

BellSouth refuses to negotiate a rate until after the FCC releases its line sharing order.

BILLING ISSUE

Issue 13: In lieu of reciprocal compensation, should the parties be required to adopt bill and keep for transport and termination of local, intraLATA and interLATA voice traffic?

BlueStar's Position:

Yes. BlueStar believes that the interconnection agreement should provide for bill and keep of all local, intraLATA and interLATA voice traffic that passes through an ATM switch, as long as traffic is within 10% of balance. The party claiming that traffic is out of balance will have the burden of proof.

BellSouth's Position:

No. BellSouth has requested that each party pay reciprocal compensation for all local interconnected traffic, except for ISP traffic, and wants access charges for all interLATA traffic.

PERFORMANCE MEASURES/LIQUIDATED DAMAGES ISSUE

Issue 14: Should the interconnection agreement include the liquidated damages provisions and performance measures recently adopted by the Public Utility Commission of Texas?

BlueStar's Position:

Yes. To incent BellSouth to provide high quality service to BlueStar and allow BlueStar to compete with BellSouth, the interconnection agreement should contain performance standards and liquidated damages provisions that compensate BlueStar for BellSouth's failures to perform. BlueStar believes that the appropriate performance standards and liquidated damages provisions should be those recently adopted by the Public Utility Commission of Texas.

BellSouth's Position:

No. BellSouth has offered its service quality measurements but is unwilling to agree to liquidated damages for failure to meet performance benchmarks. BellSouth has suggested that the interconnection agreement should contain a waiver of all consequential damages between the parties and that the total remedy for any failure on either party's part would be the price paid for any service during the period when it did not work.

DISPUTE RESOLUTION ISSUE

Issue 15: Should the interconnection agreement include a dispute resolution provision that would create a permanent arbitrator agreed on by the parties and serving under the auspices of the American Arbitration Association ("AAA")?

BlueStar's Position:

Yes. There are many possible failures to perform for which no damages can provide an adequate remedy and no injunction issued several months after the failure can rectify the situation either. For these types of breaches, BlueStar proposes the creation of an alternative dispute resolution system which can respond more rapidly than the TRA or a court and save the TRA the time and expense of involvement in the inevitable day to day disputes between BellSouth and BlueStar. BlueStar proposes a dispute resolution clause which would create a permanent arbitrator agreed on by the parties and serving under the auspices of the AAA. The Act contemplates ADR to resolve issues.

BellSouth's Position:

No. BellSouth opposes ADR.

OTHER ISSUE

Issue 16: Should the interconnection agreement include a provision concerning access to riser cable in buildings that would allow BlueStar to use its digital subscriber line access multiplexer (“DSLAM”) as the demarcation point in the building and would allow BlueStar to cross-connect directly to the riser cable network interface device (“NID”)?

BlueStar’s Position:

Yes. BlueStar believes that its DSLAM should serve as the demarcation point for its access to the building. BlueStar should not have to install a separate NID between the DSLAM and the riser cable NID because it is not necessary for the operations or security of the network. In addition, BlueStar should be allowed to cross-connect directly to the riser cable NID without incurring the \$300 nonrecurring charge currently imposed by BellSouth.

BellSouth’s Position:

No. BellSouth will not allow BlueStar’s DSLAM to serve as the demarcation point for BlueStar’s access to the building. BellSouth insists that BlueStar install a separate NID. Moreover, BellSouth insists on performing the cross-connect to the riser cable NID itself and imposing a \$300 nonrecurring charge on BlueStar.

F. TIMING AND PROCESS

Section 252(b)(4)(c) of the Act requires that the TRA render a decision in this proceeding not later than nine months after BellSouth received BlueStar’s request for negotiations. BlueStar requests that the TRA convene a status conference as soon as possible to establish a procedural

schedule for the submission of testimony and discovery requests and the conduct of the evidentiary hearing in this matter.

G. STANDARD OF REVIEW

Sections 251 and 252 of the Act and the rules and regulations adopted by the Federal Communications Commission (the "FCC") in the Local Competition Order establish the standards by which this arbitration must be resolved. See 47 U.S.C. §§ 251, 252; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No.96-98, First Report and Order, 11 FCC Rcd 13042 (1996) ("Local Competition Order"). Section 252(c) of the Act requires a state commission resolving open issues through arbitration to:

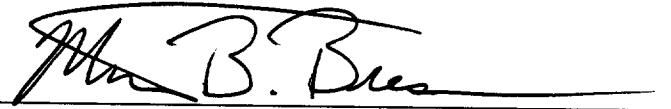
- (1) ensure that such resolution and conditions meet the requirements of Section 251, including the regulations prescribed by the [FCC] pursuant to Section 251; [and]
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) [of Section 252].

The TRA must make an affirmative determination that the rates, terms, and conditions that it prescribes in this arbitration proceeding for interconnection are consistent with the requirements of Sections 251(b)-(c) and Section 252(c)-(d) of the Act.

H. CONCLUSION

For the foregoing reasons, BlueStar respectfully requests that the TRA arbitrate this matter in accordance with the Act; upon hearing this matter and receiving evidence regarding the issues contained in this Petition, require incorporation of BlueStar's position on each disputed issue into a successor interconnection agreement to be executed between BlueStar and BellSouth; and for such other relief as is just and proper.

Respectfully submitted this 7th day of December, 1999.

A handwritten signature in black ink, appearing to read "Michael B. Bressman", written over a horizontal line.

Henry Walker

Michael B. Bressman

BOULT, CUMMINGS, CONNERS & BERRY, PLC

P.O. Box 198062

414 Union Street, Suite 1600

Nashville, Tennessee 37219

615-244-2582 (telephone)

615-252-2380 (facsimile)

Counsel for BlueStar Networks, Inc.

BellSouth Interconnection Services

675 West Peachtree Street
Room 34P70
Atlanta, Georgia 30375

Susan M. Arrington
(404) 927-7513
Fax: (404) 529-7839

November 12, 1999

Mr. Norton Cutler
BlueStar Networks, Inc.
401 Church Street
24th Floor
Nashville, TN 37219

Dear Norton:

This letter is in response to your November 1, 1999 letter following up on the status of our negotiations for a new agreement between BellSouth and BlueStar. My records indicate that the arbitration window for the negotiation period between BellSouth and BlueStar will open on November 12, 1999 and will remain open for a twenty-five day period, thus closing on December 7, 1999. Please let me know if your records indicate otherwise.

As we continue to move forward in our negotiations, I believe that we have reached agreement and/or interim solutions on some of the issues listed in your November 1, 1999 letter.

Item No. 5 in your letter requested access to riser cable. As we have discussed during our negotiation meetings, BellSouth is currently working to make this available in all nine states. Once it becomes available, BellSouth is willing to amend BlueStar's contract to include the rates, terms and conditions for allowing BlueStar access to riser cable. However, in the meantime, BellSouth is willing to offer BlueStar access to riser cable in the state of Tennessee on interim rates, terms and conditions that are outlined in the attached amendment. Please review the proposed amendment and provide me with your comments. If you agree with this language, please sign two original copies and return both to me for execution on behalf of BellSouth. BellSouth would also ask that BlueStar provide a list of all of the existing riser cable that it has in place today so that we can correct our records.

Item No. 6 addresses electronic bonding capabilities for ordering XDSL compatible loops and UCLs. BellSouth will offer electronic ordering capabilities for DS1 and DS3 as part of its OSS'99 which is scheduled to be released in mid December 1999. I am

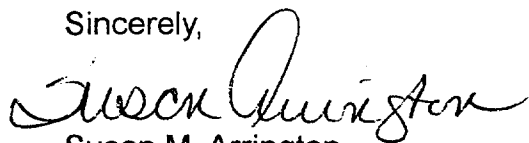
still gathering information on BellSouth's future plans for electronic ordering capabilities for other services.

The other part of Issue 6 in your letter deals with access to a loop make up database that is not tied to telephone numbers. At this time, BellSouth offers access to its Loop Qualification Database. However, this database is based on telephone numbers. Scott Christian will be providing you the details on how BlueStar can access this database.

Item No. 9 on your list with respect to performance measures has been resolved subject to BlueStar's review of Attachment 9 of the BellSouth standard interconnection agreement.

Please let me know if you disagree with the status on any of the above listed issues. During our last conference call we had mentioned trying to schedule another meeting to review the outstanding issues. Please call me at your earliest convenience to finalize the date and time for this meeting. I can be reached at (404) 927-7513.

Sincerely,

A handwritten signature in black ink, appearing to read "Susan Arrington", written in a cursive style.

Susan M. Arrington
Manager - Interconnection Services/Pricing

Enclosures

BlueStar/BellSouth Arbitration Issues

Arbitration Issue	BlueStar's Position	BellSouth's Position
1. Definition of the unbundled copper loop (UCL).	The definition of UCL should include loops greater than 18 kilofeet with no load coils or bridge taps in excess of 2500 feet. BlueStar will pay the TELRIC cost of removing load coils on loops greater than 18 kilofeet.	BellSouth is unwilling to include loops greater than 18 kilofeet in the UCL definition.
2. Trial of line sharing, and of electronic ordering and provisioning of line shared loops.	The FCC requires line sharing. BellSouth should be required to provide a trial of line sharing, and the electronic ordering and provisioning of line sharing without delay.	BellSouth will not conduct a trial of line sharing and the supportive OSS until the FCC's line sharing order is issued.
3. Receipt of design layout record (DLR) on rejected orders.	For those UCL orders that BellSouth rejects due to either the loop length or testing, BellSouth should provide BlueStar a copy of the DLR or other data that was used to determine/reject BlueStar's order. In the alternative, BellSouth should provide BlueStar with the DLR of the best available loop at that premise.	The DLR is not available until the loop is actually identified and provisioned to be delivered to the CLEC's collocation space. BellSouth contends that it would impose an undue burden to determine the next best available loop or other reasons to reject the order.
4. Timely receipt of DLR.	The DLR should be sent to BlueStar simultaneously with the firm delivery date if not sooner.	BellSouth is unwilling to provide DLRs in the time frame required by BlueStar.
5. Conversion of rejected xDSL orders to UCL orders.	BellSouth should implement a process whereby xDSL orders that are rejected will be automatically converted to UCLs and worked as such without requiring BlueStar to resubmit the order.	BellSouth is unwilling to commit to a date by which this system will be available.

Arbitration Issue	BlueStar's Position	BellSouth's Position
6. Disclosure of the reasons a loop is unavailable.	BellSouth is required to disclose such information.	BellSouth's position is that providing this information is too burdensome.
7. Electronic Access to Loop Makeup Database.	This is a requirement of the FCC's UNE Remand Order, and BlueStar understands that BellSouth is working to make electronic access to such a database available. BellSouth should be willing to commit to a date by which all the features necessary to evaluate a loop will be available in an electronic form.	BellSouth has agreed to make its current telephone number-oriented loop makeup database available now. BellSouth will make this database available for searching without telephone numbers by 3/1/00 and its LFACs database available by 7/1/00. However, BellSouth is unwilling to commit to a date by which all these features will be available.
8. Provisioning Intervals.	BellSouth requires a service inquiry prior to provisioning an xDSL or UCL loop. BlueStar believes there should be a 3-5 day limit on this process.	BellSouth is unwilling to commit to this interval and considers it only a goal.
9. BlueStar option to retain repeaters on xDSL loops.	BlueStar should have the option to retain repeaters on xDSL loops. This will not cause technical interference with other loops. The unnecessary removal of such repeaters will result in unwarranted expenses and delays. BlueStar should have this ability so it can make business decisions based upon the needs of the customer.	BellSouth's position is unknown.
10. Expedited procedures for repairs.	BellSouth should provide an option for expedited repair orders to have its end user's service repaired as soon as possible in lieu of the standard repair interval.	BellSouth does not offer expedited procedures for repairs.

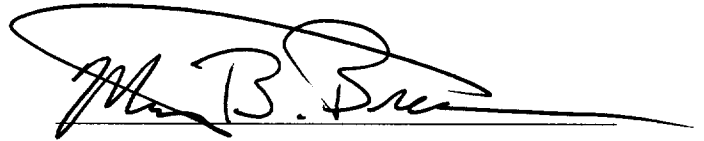
Arbitration Issue	BlueStar's Position	BellSouth's Position
11. Price for xDSL & UCL loops.	BlueStar believes that BellSouth's recurring and non-recurring rates for an advanced services loop do not comply with the FCC's TELRIC pricing rules.	BellSouth believes its rates are cost based.
12. Price of the high frequency portion of a shared loop.	BellSouth has filed a cost study that ascribes little or no recurring or nonrecurring cost to the high frequency portion of the loop. The Commission should set an interim rate consistent with the cost study.	BellSouth refuses to negotiate a rate until after the FCC line sharing order is releases.
13. Bill and keep.	BlueStar believes the agreement should provide for bill and keep of all local, intraLATA and interLATA voice traffic which passes through an ATM switch, as long as such traffic is within 10% of balance (bill and keep)	BellSouth requests that each party pay reciprocal compensation for all local interconnected traffic, except for ISP traffic, and wants access charges for all interLATA traffic.
14. Performance Measurements and Liquidated damages	Liquidated damages should be available on all performance measurements where BellSouth does not meet the standard performance interval. The performance measurements and enforcement mechanisms recently adopted by the Texas Commission should be adopted by this Commission.	BellSouth has offered its service quality measurements but is unwilling to agree to liquidated damages for failure to meet performance benchmarks.

Arbitration Issue	BlueStar's Position	BellSouth's Position
15. Alternative dispute resolution (ADR).	Disputes arising under the agreement should be handled in private arbitration proceedings on an expedited basis with each party retaining its right to appeal the arbitration decision to the appropriate commission.	BellSouth opposes ADR.
16. Riser cable access.	BlueStar should be allowed to use its DSLAM as the demarcation point for its access to the building. BlueStar should not be required to install a separate NID between its DSLAM and the riser cable NID. BlueStar also should be allowed to cross-connect directly to the riser cable NID without incurring BellSouth's \$300 nonrecurring charge.	BellSouth will not allow BlueStar's DSLAM to serve as the demarcation point for BlueStar's building access. BellSouth insists that BlueStar install a separate NID and that BellSouth itself performs the cross-connect to the riser cable NID for a \$300 nonrecurring cost.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served via hand delivery on the following person on this 7th day of December, 1999.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
Nashville, TN 37201-3300

A handwritten signature in black ink, appearing to read "M. B. Breen", is written over a horizontal line.